

SEP 17 1974 10 00 AM

CHATTEL MORTGAGE and SECURITY AGREEMENT

INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS that EMONS LEASING CO., INC. (Leasing), in consideration of \$1.00 to it paid by CENTRAL PENN NATIONAL BANK (Bank), receipt of which is hereby acknowledged, does hereby bargain, sell and convey to Bank, its successors and assigns, and does hereby grant to Bank a security interest in and lien upon (under the Uniform Commercial Code, as amended, or other appropriate law) all those certain railroad boxcars used or intended to be used in interstate commerce listed in Exhibit A attached hereto.

TO HAVE AND TO HOLD the said railroad boxcars so bargained, sold and conveyed, or intended to be, unto the said Bank, its successors and assigns.

The condition of this Chattel Mortgage and Security Agreement is that, if Leasing shall pay or cause to be paid to Bank the aforementioned sum and such other sums as Leasing shall have borrowed from Bank under that certain Loan Agreement between Leasing and Bank dated the fifth day of April, 1974, which is incorporated herein by reference as though fully set forth, and fully and faithfully perform all of Leasing's obligations herein and therein contained, then this Chattel Mortgage and Security Agreement shall be void; otherwise, it shall remain in full force and effect.

Leasing warrants to Bank that on the date hereof it is the absolute owner of the said railroad boxcars, free and clear of all liens, encumbrances and adverse claims, other than the interest herein bargained, sold and granted to Bank.

Unless and until Leasing shall fail or refuse to perform, or be in breach of, any of the foregoing covenants and agreements or an event of default shall occur under the said Loan Agreement, Leasing hereby lets and demises from Bank the right of possession and use of the said railroad boxcars for the purpose of selling said railroad boxcars to the Maryland and Pennsylvania Railroad Co.

Leasing hereby covenants to keep, or cause to be kept, the said railroad boxcars in good condition and repair.

Should Leasing fail or refuse to perform any of the foregoing covenants and agreements, or upon the happening of an event of default as defined in the aforesaid Loan Agreement, Bank may exercise all its rights and remedies set forth in the Loan Agreement, including the right to take possession of the railroad boxcars hereby mortgaged, and may exercise any of its rights under the Uniform Commercial Code, as amended, and other applicable laws.

This Chattel Mortgage and Security Agreement shall be binding upon and inure to the benefit of the successors and assigns of Leasing and Bank.

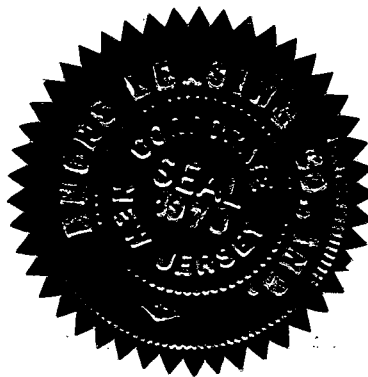
EXECUTED this 6th day of *September*, 1974.

Attest:

EMONS LEASING CO., INC.

M. L. Hale
att'y

By *Robert Grossman Pres*



STATE OF *Illinois* :
COUNTY OF *Phil* : SS.

BEFORE ME, a Notary Public in and for the State and County
aforesaid, personally appeared *Robert Greenman*, to me
known to be the individual who executed the foregoing Chattel Mort-
gage and Security Agreement on behalf of EMONS LEASING CO., INC., and
acknowledged to me that he is the *President* of EMONS LEASING
CO., INC. and that he executed the said Chattel Mortgage and Security
Agreement on its behalf as the act and deed of the corporation, for
the uses and purposes therein mentioned.

WITNESS my hand and official seal this *6th* day of
September, 1974.

Agathe Picchi
Notary Public

My Commission Expires: *5/2/82*

NOTARY PUBLIC
STATE OF ILLINOIS
My Commission Expires: 5/2/82

SCHEDULE OF TWENTY-SEVEN (27) RAILROAD BOXCARS OWNED BY EMONS LEASING CO., INC.
to be sold to
MARYLAND AND PENNSYLVANIA RAILROAD CO. for use in interstate commerce, showing
the numbers supplied by that Railroad to those boxcars.

MPA No.

15184
15185
15187
15203
15210
15222
15223
15224
15225
15226
15228
15229
15230
15232
15233
15236
15238
16138
16140
16144
16145
16147
16149
16150
16151
16157
16160